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vocable contract; that, while the city might prescribe rates for gas furnished after the expiration of an agreement relating thereto, the company could not be compelled to accept the new rate and might withdraw to more promising fields to continue its business.

Venue of Action for Injuries from Explosion beyond State Boundary.—Where the negligent explosion of a car load of dynamite standing in Kentucky resulted in the demolition of appellant's house situated a few yards distant, but in the state of Tennessee, the Court of Appeals of Kentucky in *Smith v. Southern Ry. Co.*, 123 Southwestern Reporter, 678, held that an action for damages for the destruction of the house might be brought at the option of the owners in the county and state where the house was situated or in the county and state where the negligence was committed. The entire happening, though beginning in Kentucky and ending in Tennessee, was but one transaction, or a single accident, transpiring upon and on either side of an invisible line separating the two states. Therefore it occurred in both at the same time, and for that reason should be regarded as having occurred wholly in either. Consequently the venue may be laid in either jurisdiction.

Negligence of Deer Hunters.—Three men, plaintiff, defendant, and one Lima, went deer hunting on the banks of a river thickly grown with brush. They agreed to station themselves at three runways, defendant 200 yards above, and plaintiff 200 yards below, Lima. Plaintiff crossed the river, and instead of going below Lima, went above him and opposite to defendant. Defendant, seeing him moving in the brush, fired, and shot him, thinking he was a deer. The Supreme Court of California in *Rudd v. Byrnes*, 105 Pacific Reporter, 957, held that as firearms are extraordinarily dangerous, and persons handling them are bound to use extraordinary care to prevent injury to others, and are held to strict accountability for want of such care, one who fires at an object moving in the brush without taking time to discover whether it is a deer or a human being is certainly guilty of negligence. Whether plaintiff was negligent in going opposite defendant was held a question for the jury. Proof of a custom of hunters along coast rivers was denied, as no evidence was offered to show that plaintiff knew of the custom at the time. The standard of care required of persons under given circumstances cannot be established by proof that others have been acting in a certain manner.